



Response to Request for Proposal:
Stillwater Area Public Schools
RFP NO. 1617-003
FIBER CONNECTIVITY SERVICES

SUBMITTAL:

March 18th, 2016

SUBMITTED BY:

Zayo Group, LLC
1805 29th St
Suite 2050
Boulder, CO 80301

Contact:

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Cover Letter

Zayo is pleased to offer the attached proposal for Stillwater Area Public Schools Wide Area Network Fiber Optic Solution RFP. We believe our proposal will exceed any other quote you will receive. A high level of consideration has been exercised to provide Stillwater Area Public Schools with multiple solution options to build a fiber network capable of supporting present and future needs of the district. The proposed infrastructure will provide a foundation on which to build many current and future applications as well as enhancing the educational experience.

Zayo has a history of providing creative and scalable network solutions for schools and we are excited about the potential to be involved in this project from both a business and community perspective. This initiative represents a strategic approach to enhancing bandwidth services for your District. This network will construct the medium of communications necessary to enhance the educational experience and deliver it consistently across to your district.

Zayo brings a great deal of Metro Ethernet and dark fiber expertise and operates thousands of circuits for carriers and enterprise institutions and understands the criticality of these networks to our customers. We build fiber laterals, end-to-end networks and high capacity services to support mission critical applications for medium and large companies including government, K-12, higher education, financial services, healthcare, data centers, and technology companies. We collaborate with enterprise and carrier customers with large and growing needs for bandwidth to develop fiber-based bandwidth solutions to meet their specific requirements. Zayo's mission is to provide fiber-based bandwidth, responsive solutions and a strong and growing network.

Zayo's Fiber service gives Stillwater Area Public Schools direct fiber connections that will provide virtually unlimited bandwidth for a fraction of the cost of monthly circuits on what you pay today. Our solution will give the district a physically secure, private platform for dedicated bandwidth and cost-effective scaling. With Zayo's Fiber services, you craft service configuration which provides several technological advantages over a traditional service providers.

Notwithstanding anything in this Request for Proposal ("RFP") to the contrary, if Zayo is selected to provide the services contained in the RFP, Customer and Zayo agree to negotiate the terms and conditions of a master service agreement and appropriate services schedule (collectively the "Agreement") which shall govern Zayo's provision of the services to Customer pursuant to the RFP. In the event that Zayo and Customer are unable to mutually agree and execute an Agreement, the services shall be governed by Zayo's standard form MSA and Service Schedule, a copy of which is attached as Addendum. This offer is valid for sixty days after RFP closing date.

After you have a chance to review our proposal, I would be happy to discuss the next steps with you. Our company prides itself on outstanding customer service, so please feel free to contact me. Zayo is grateful for the opportunity and we look forward to further engagement with Stillwater Area Schools.

Sincerely,



Randolph Dunbar
SVP Metro Dark Fiber
Zayo Group

Description of Firm

Corporate Office: 1805 29th St, Suite 2050, Boulder, CO 80301
SPIN #: 143023855
FRN#: 0016555849
Tax ID#: 26-2012549
Federal EIN: 26-1398293

Zayo was founded in 2007 in order to take advantage of the favorable Internet, data, and wireless growth trends driving the demand for bandwidth infrastructure, colocation and connectivity services. These trends have continued in the years since our founding, despite volatile economic conditions, and we believe that we continue to be well-positioned to continue to capitalize on those trends. To address the demand, we have assembled a large portfolio of fiber networks and colocation assets through both acquisitions and customer demand driven investments in property and equipment. Zayo headquartered in Boulder, Colorado with European headquarters in London and Paris and employs over 1900 people.

Zayo has over eight years of experience in outside plant fiber optic cable construction and provided fiber based services. We collaborate with enterprise and carrier customers with large and growing needs for bandwidth to develop fiber-based bandwidth solutions to meet their specific requirements.

Customer priorities are managed by focused attention to their needs and requirements, and Zayo is sized and structured appropriately to best address the characteristics of our diverse customer base across the United States. For example, Zayo Bandwidth and Zayo Fiber Solutions focus on the major nationwide customers having an account executive dedicated to that customer. Zayo Networks is organized on a regional basis providing local expertise and coverage to customers with a Senior Vice President leading each region.

Our customers generally have a significant and growing need for the telecom and Internet infrastructure services of which we provide. During Fiscal 2014, over 50% of our revenue came from wireless service providers, carriers and other communication service providers, media and content companies (including cable and satellite video providers), and other bandwidth-intensive businesses such as companies in the education, healthcare, financial services, and technology industries.

A majority of our services are provided end-to-end exclusively over our fiber network, which provides many benefits including:

- The ability to rapidly and cost effectively scale, or increase bandwidth, to meet the growing network requirements of our customer.
- Ease in identifying and responding to customer service inquiries over one contiguous fiber network.
- Avoidance of the cost of third-party service providers, including ILECs.

Experience and Expertise:

Zayo Group is a global provider of bandwidth infrastructure services, including dark fiber, wavelengths, SONET, Ethernet, IP services, and carrier-neutral colocation and interconnection. Our core competency is the design, implementation and successful support and management of fiber-optic networks. Our solutions span tier I-IV markets and are both scalable and reliable. Zayo owns and operates fiber optic networks totaling 6,900,000 fiber miles averaging 80 fibers per route, with 18,500 on-net buildings, including 887 datacenters. Zayo also operates 45

datacenters and interconnection facilities. We have service offerings in 315 markets spanning 8 countries. The network connects the largest U.S. and European cities, as well as many Tier 2–5 U.S. markets.

Network Monitoring:

We proactively monitor the network 24 x 7 x 365 days a year. We do not distinguish between major and minor Service Affecting issues. Every event that affects service delivery is a major event in our eyes. For Service Affecting issues we pick up as soon as possible and assign to a technician for resolution with a targeted Mean Time to Repair (MTTR) of 2 hours for dedicated/protected services and 4 hours for standard/unprotected services.

Business Financial Performance Information

Zayo has completed several acquisitions, including Memphis Network, PPL Telecom, Indiana Fiber Works, Onvoy, VoicePipe, Citynet, Northwest Telephone, CenturyTel Tri-State, Columbia Fiber Solutions, Citynet Retail, Adesta, NTL California, FiberNet, AGL Networks, Dolphini, American Fiber Systems, 360networks, MarquisNet, Arialink, AboveNet, FiberGate, USCarrier, First Telecom Services, Litecast, Core Nap, CoreLink, Access Communications, FiberLink, LLC, CoreXchange, Neo Telecom, Geo Network, AtlantaNAP, IdeaTek, All Stream and Viatel.

Zayo's latest acquisition of AllStream - a wholly owned subsidiary of MTS (Canada's 4th largest provider of telecom services) brings an extensive intercity and metro fiber footprint throughout Canada, and will help establish us as the only Pan-U.S./Canada Communications infrastructure provider. The acquisition adds 5,592 route miles of metro fiber network connecting approximately 3,300 on-net buildings in Canada.

Zayo has financial backing from eight experienced telecom and Internet investors: Battery Ventures, Centennial Ventures, Charlesbank Capital Partners, Columbia Capital, GTCR, MC Venture Partners, Morgan Stanley Alternative Investment Partners, and Oak Investment Partners. Backed by investor syndicate with deep telecom experience, Zayo has ample capital available for network investment to extend and enhance its fiber network and services to support the ever-increasing bandwidth service demands of its customers.

For the first fiscal quarter that ended December, 2015, Zayo reported revenue and Adjusted EBITDA from continuing operations of \$369.6 million and \$218.9 million respectively.

Financial Data		Three Months Ended				
(\$ in millions)		December 31, 2014	March 31, 2015	June 30, 2015	September 30, 2015 ¹	December 31, 2015 ²
Revenue		\$323.9	\$340.7	\$361.9	\$366.8	\$369.6
Annualized revenue growth		4%	21%	25%	5%	3%
Pro-forma annualized revenue growth ¹			6%	5%		
Operating Income/(Loss)		\$97.1	\$56.7	\$54.7	\$52.1	\$58.7
Net Earnings/(Loss)		\$3.8	(\$53.7)	\$5.1	(\$15.2)	(\$10.8)
Adjusted EBITDA, from continuing operations		\$189.7	\$199.0	\$210.9	\$215.4	\$218.9
Annualized Adjusted EBITDA growth		15%	20%	24%	9%	7%
Pro-forma annualized Adjusted EBITDA growth ¹			10%	7%		
Adjusted EBITDA margin		59%	58%	58%	59%	59%
Purchases of property and equipment		\$129.5	\$130.1	\$155.5	\$159.2	\$172.4
Unlevered Free Cash Flow		\$60.2	\$68.9	\$55.4	\$56.2	\$46.5
Unlevered Free Cash Flow margin		19%	20%	15%	15%	13%
Adjusted Unlevered Free Cash Flow		\$83.8	\$90.1	\$61.6	\$65.4	\$61.9
Adj Unlevered Free Cash Flow margin		26%	26%	17%	23%	17%
Levered Free Cash Flow		(\$5.8)	\$38.4	\$39.4	\$36.0	(\$26.2)
Levered Free Cash Flow margin		-2%	11%	11%	10%	-7%

¹ Pro-forma annualized growth for revenue and Adjusted EBITDA are calculated as if the acquisitions occurred on the first day of the quarter preceding the respective quarter in which the acquisitions closed.

² Sep-15 LFCF impacted by ~\$8M non-cash charge offset in cash flow from financing activities.

³ Dec-15 LFCF includes \$54M of semi-annual interest payments and \$17M of deferred interest from Jun-15 quarter senior notes offerings.

Capacity and Methodology

Zayo has provided two solutions, a pure dark fiber offering and a lit bandwidth solution (with multiple bandwidth tier offerings, as requested).

The dark fiber solution will see multiple 2-fiber spans deployed in a hub and spoke configuration enabling all sites to privately connect back to the district's hub location. In this solution, Zayo will not deploy any hardware, nor will any of the spans pass through any Zayo hardware. The district will be fully responsible for terminating the provided fiber handoffs to the appropriate hardware at each site. Zayo will provide firm test and trace results so the district may procure and appropriately configure optics connecting to each span (note that Zayo does not believe that any spans will exceed 10km distance based on preliminary engineering). The district is free to provision and configure bandwidth across the fiber network as they so choose. Zayo will generally deploy SMF-28e (G.652+) and terminate all entry lateral cables with SC-connector-based panels.

The lit solution will be a fully private Layer 2 multipoint network (ELAN), meeting MEF E-LAN standards, configured in hub and spoke fashion, enabling all sites to privately connect back to the hub location. In this solution, Zayo will deploy a dedicated 2-fiber span from the hub location back to each other site, enabling physical layer connectivity. At the hub location, Zayo will deploy an aggregation device (e.g. Cisco ASR9000-series or similar) to terminate all spoke connections and provide an individual handoff off of that device for each spoke connection. At the spoke sites, Zayo will deploy a small-profile Layer 2 switch (e.g. Accedian MetroNID/MetroNODE) to provide handoff at the appropriate bandwidth. This enables flexibility of physical handoff between Copper, Multi-Mode Fiber and Single-Mode Fiber, as the district requires on a per-site/per-handoff basis (Zayo strongly recommends Single-Mode Fiber wherever possible, particularly on 10Gbps-rated handoffs).

All handoffs will be provisioned at line rate (i.e. Full 1Gbps availability, or 10Gbps availability where the per-handoff CIR is >1Gbps) by default, although a port rate limit can be deployed on a per-handoff basis if the district so chooses (i.e. burstable or non-burstable options are both available). Where >10Gbps handoff is required at a spoke site, Zayo can deploy separate devices per-10Gbps handoff or deploy a single aggregation device (with or without LAG deployed for single logical port, as the district so chooses).

Because the network is fully private, there is no interaction whatsoever between any shared network infrastructure or any core network that Zayo operates and the network that Zayo will deploy for the district. Zayo will manage and monitor the network via an out-of-band management deployment at the hub location, providing full visibility through the network without interaction with a shared network component. As a result, several configuration elements that may not be supported in a shared environment are non-issues in this network. All bandwidth is guaranteed (since line rate is enabled per-port, or at least rate limited to CIR). All 802.1 and 802.3 standards are met, including Q-in-Q availability (Zayo does not need to provide S-tag if the district does not require it, since all infrastructure is private), QoS to support priority applications like VoIP (p-bits or DSCP can pass transparently for site-to-site prioritization, or Zayo can configure queues however the district requires if handling is required, since all infrastructure is private), jumbo frames up to 9000 MTU, etc.

Past Performance

Included here are a few examples of Zayo's past performances of similar service, we work with school districts nationwide so have additional examples if needed.

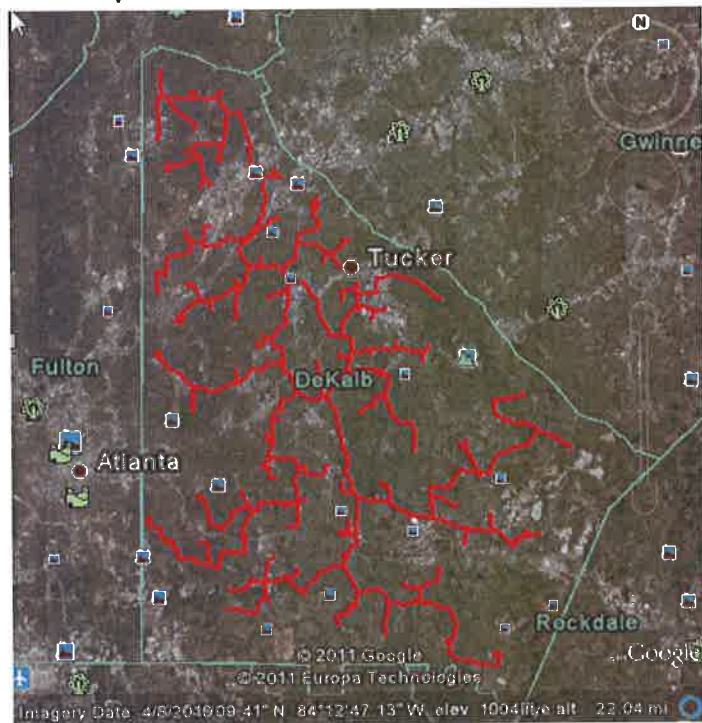
DeKalb County School System

Zayo currently provides an underground interconnected telecommunications infrastructure system consisting of a core ring, hub and spoke conduit distribution architecture to DeKalb County School System (DCSS). The completed contiguous conduit runs approximately 1.3 million feet fitted with fiber cable and termination panels at the DMARC locations in each of the 145 locations within DCSS. Zayo also provides Operation and Maintenance of the conduit, fiber and termination panels to these locations.

DCSS selected Zayo to provide backbone infrastructure to its school system on a 30 year IRU with the option to lease fiber for additional locations. Zayo was selected for a turnkey solution to obtain all right of ways to complete all construction. The purpose for the build was to expand its Wide Area Network throughout the county school system.

Over the past 7 years Zayo has been a key partner in maintaining the backbone as well as location changes and ISP placement. With the fiber infrastructure DCSS has been a model for other county school systems across the state of Georgia.

DeKalb Fiber Map



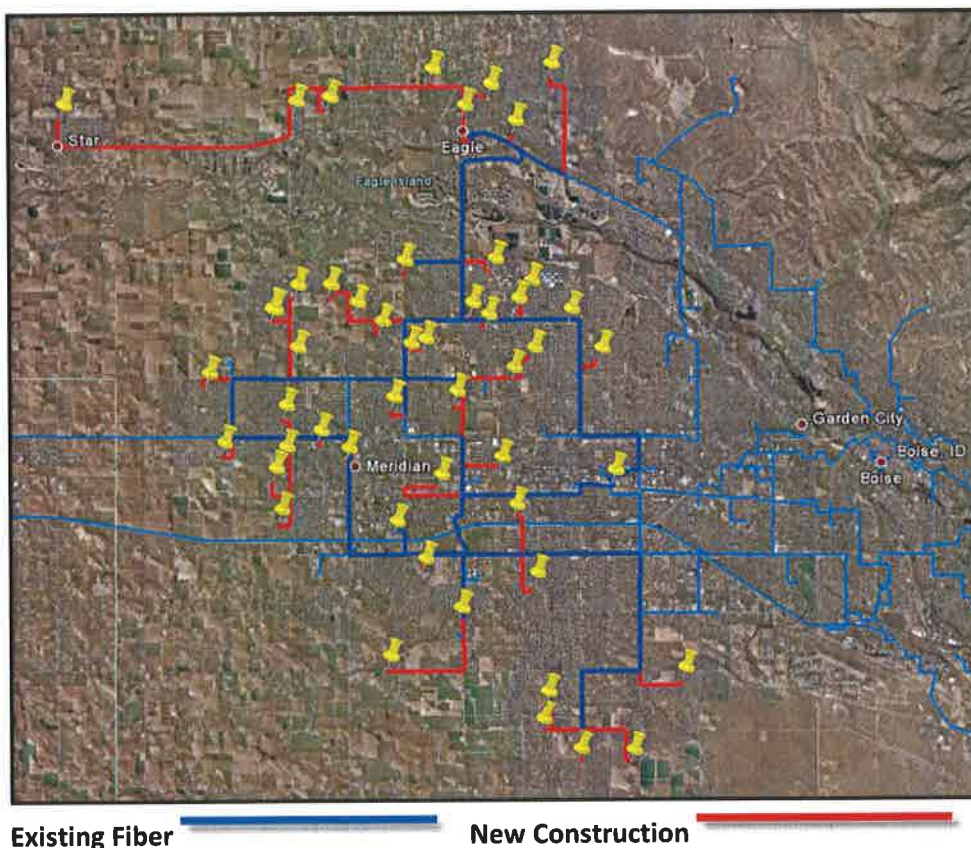
Meridian Joint School District

Zayo bid and successfully won the Meridian Joint School District's E-Rate Request for Proposal. The Meridian Joint School District (MJSD) in Idaho is located adjacent to Boise. As of June 30, 2011, Zayo provides a custom-designed, high-bandwidth network connecting the district's K-12 schools and administration buildings.

The lit fiber network promotes knowledge sharing by delivering Gigabit Ethernet connectivity and digital voice access to MJSD, the largest and fastest-growing public school district in Idaho. It enables the district's schools to share applications and servers over a single fiber optic network, and takes advantage of video conferencing and streaming programs.

The network was designed as a series of logical rings with a 10 Gbps core ring and 1 Gbps subtending rings connecting each of the 49 individual school locations. The solution is designed as an Ethernet Virtual Local Area Network (EV-LAN) with MJSD's main data center the primary termination for each school and their back-up data center as the secondary termination for each school.

Meridian Fiber Map



Customer Service to ISD 834 Commitment

Zayo Group takes tremendous pride in providing the best customer experience possible. Unlike other carriers, we take a non-silo'd approach to every aspect of your service from the time the order is placed through the tenure of your Agreement.

An experienced Zayo Service Delivery Manager (SDM) will be assigned to the Stillwater Area Public Schools project. The SDM will be responsible for working with the district to complete the implementation of the order. Your Service Delivery Manager works closely with the Service Delivery Coordinator (SDC), who specializes in large scale installations, to ensure all tasks are completed and to provide the district with a single point of contact for the provisioning, deployment, and optimization of your network infrastructure.

We understand that each day of the order process can be crucial so we double the resources of each task to ensure that your order is always moving forward. Each order is handled with a Kick Off call with you to discuss your expectations and share our process to satisfy your needs. You will note that the same parties who worked to design and provision your solution will be on the weekly calls to see that the message remains consistent throughout the installation process. An OSP Project Manager will be engaged to run onsite installation activities. The SDM will coordinate OSP Project Management activities and corresponding communication with Stillwater Area Public Schools technology staff.

Aside from Zayo's technical expertise, one of the company's hallmarks is the emphasis on building strong working relationships with each customer through close coordination and communication. Zayo believes that clear, regular exchange of information is crucial to ensuring business objectives are met and that our Customer receives the highest quality service possible. To achieve this goal, Zayo employs a number of best practices, including service level agreements, regular project management meetings with designated representatives, as well as regular reports chronicling project milestones and issues.

Zayo utilizes Microsoft Project, and provides project plans with diagrams and timelines at the scheduled meetings. Project plans are updated weekly or bi-weekly to reflect progress and/or issues. Following is a sample list of tasks that will be executed as part of the project deployment.

Project Initiation

- Contract Execution
- Product order signed
- Design Package
- SDM assignment
- Kick off call (establish regular call schedule)

Installation

- Dark Fiber Engineering
- Optical solutions Documentation
- Engineering Provisioning Planning
- Purchase Order Execution
- Zayo splice / fiber planning
- Equipment installation planning OE

Execution

- OSP construction
- Fiber installation
- Final provisioning
- Splicing
- Test fiber spans
- Perform any ISP required to make sites ready
- Prepare sites for equipment installation
- Acquire equipment
- Turn up and test network
- Obtain network acceptance from NCC
- Have NCC sign off on package
- Hand over project to customer
- Customer Delivery Document sent to the customer

Compliance

All construction work will be done in strict accordance with federal, state, local, and applicable private rules and laws regarding safety and environmental issues, including those set forth by OSHA and the EPA. The resulting network will comply with the current requirements of all governing entities (FCC, NEC, DEC, and other national, state, and local codes).

Material

Zayo only installs premium, carrier-grade compliant fiber and other OSP construction materials from top tier manufacturers capable of light transmission at any speed.

Acceptance Testing

The Zayo circuit acceptance process is designed to ensure that Zayo delivers a high-quality product that complies with all design and performance parameters specified by the customer. To accomplish this objective, the Zayo acceptance process includes steps to validate the circuit design, circuit performance, and protection switching capability (for protected services). At a high level, this process includes the following steps:

- Validation that the circuit provisioning matches the circuit design (data integrity)
- Validation that the circuit provisioning matches the customer order and any specific requirements for configuration (e.g. framing, Ethernet frame size, BGP configuration, etc.)
- Circuit testing for error free performance (Private Line Services), or throughput and packet loss (Ethernet / IP services)
- Failover / protection switch testing for protected services to validate both working and protection paths and failover between the two
- Testing of any Zayo ordered Type II services (i.e. from another provider) to ensure error free performance and correct configuration

Joint testing with the customer / end user to validate end to end operability of all circuit components and properly attenuate any optical signals received into Zayo equipment.

Please include a copy of your company's logo on the returned Pricing Worksheet



Service Provider Name	Zayo Group
SPIN	143023855
Date of Quote	March 18th, 2016
Estimated Percentage of taxes and surcharges	Government Fees = .7% Property Tax Surcharge = 1.25%

*Per the 2016 Eligible Services List special construction consists of one-time costs of physically deploying new or upgraded network facilities and the services required to complete that deployment, i.e., construction of network facilities, design and engineering, and project management.
 ^Number of days to install. Indicate the number of calendar days required to install service from date of service order. Note that failure to meet indicated number of days may result in termination of contract due to non-performance.

SITE NAME - WAN Pricing Option 1	ADDRESS	Non-recurring special construction costs*	Other non-recurring costs	Total non-recurring cost	Number of days to install^	10 Gbps monthly recurring cost
Afton-Lakeland Elementary School	475 St. Croix Trail S, Lakeland, MN 55043					\$1,400.00
Andersen Elementary School	309 North 4th Street, Bayport, MN 55003					\$1,400.00
Lake Elmo Elementary School	11030 Stillwater Blvd N, Lake Elmo, MN 55042					\$1,400.00
Lily Lake Elementary School	2003 W. Willard St., Stillwater, MN 55082					\$1,400.00
Marine Elementary School	550 Pine Street, Marine on St. Croix, MN 55047					\$1,400.00
Oak Park Elementary School	6355 Osman Ave. N., Stillwater, MN 55082					\$1,400.00
Rutherford Elementary School	115 Rutherford Road, Stillwater, MN 55082					\$1,400.00
Stonebridge Elementary School	900 N. Owens St., Stillwater, MN 55082					\$1,400.00
Withrow Elementary School	10158 122nd St. N., Hugo, MN 55038					\$1,400.00
Oak-Land Middle School	820 Manning Ave. N., Lake Elmo, MN 55042					\$1,400.00
Stillwater Junior High School	523 West Marsh Street, Stillwater, MN 55082					\$1,400.00
Stillwater Area High School	5701 Stillwater Blvd N., Stillwater, MN 55082					\$1,400.00
Central Services Building	1875 Greeley St S, Stillwater, MN 55082					\$1,400.00
New Elementary	11179 Brookview Road, Woodbury, MN 55129					N/A
Bus Garage (New)	To be determined					\$
TOTAL						\$ 19,600.00

SITE NAME - WAN Pricing Option 2	ADDRESS	Non-recurring special construction costs*	Other non-recurring costs	Total non-recurring cost	Number of days to install^	10 Gbps monthly recurring cost
Afton-Lakeland Elementary School	475 St. Croix Trail S, Lakeland, MN 55043		\$ 3,929	\$ 3,929		\$1,134
Andersen Elementary School	309 North 4th Street, Bayport, MN 55003		\$ 3,929	\$ 3,929		\$1,134
Lake Elmo Elementary School	11030 Stillwater Blvd N, Lake Elmo, MN 55042		\$ 3,929	\$ 3,929		\$1,134
Lily Lake Elementary School	2003 W. Willard St., Stillwater, MN 55082		\$ 3,929	\$ 3,929		\$1,134
Marine Elementary School	550 Pine Street, Marine on St. Croix, MN 55047		\$ 3,929	\$ 3,929		\$1,134
Oak Park Elementary School	6355 Osman Ave. N., Stillwater, MN 55082		\$ 3,929	\$ 3,929		\$1,134
Rutherford Elementary School	115 Rutherford Road, Stillwater, MN 55082		\$ 3,929	\$ 3,929		\$1,134
Stonebridge Elementary School	900 N. Owens St., Stillwater, MN 55082		\$ 3,929	\$ 3,929		\$1,134
Withrow Elementary School	10158 122nd St. N., Hugo, MN 55038		\$ 3,929	\$ 3,929		\$1,134
Oak-Land Middle School	820 Manning Ave. N., Lake Elmo, MN 55042		\$ 3,929	\$ 3,929		\$1,134
Stillwater Junior High School	523 West Marsh Street, Stillwater, MN 55082		\$ 3,929	\$ 3,929		\$1,134
Stillwater Area High School	5701 Stillwater Blvd N., Stillwater, MN 55082		\$ 3,929	\$ 3,929		\$1,134
Central Services Building	1875 Greeley St S, Stillwater, MN 55082		\$ 3,929	\$ 3,929		\$1,134
New Elementary	11179 Brookview Road, Woodbury, MN 55129		N/A	N/A		N/A
Bus Garage (New)	To be determined		\$ 55,006	\$ 55,006		\$15,876
TOTAL						

SITE NAME - WAN Pricing Option 3	ADDRESS	Non-recurring special construction costs*	Other non-recurring costs	Total non-recurring cost	Number of days to install^	10 Gbps monthly recurring cost
Afton-Lakeland Elementary School	475 St. Croix Trail S, Lakeland, MN 55043		\$ 10,000	\$ 10,000		\$736
Andersen Elementary School	309 North 4th Street, Bayport, MN 55003		\$ 10,000	\$ 10,000		\$736
Lake Elmo Elementary School	11030 Stillwater Blvd N, Lake Elmo, MN 55042		\$ 10,000	\$ 10,000		\$736
Lily Lake Elementary School	2003 W. Willard St., Stillwater, MN 55082		\$ 10,000	\$ 10,000		\$736
Marine Elementary School	550 Pine Street, Marine on St. Croix, MN 55047		\$ 10,000	\$ 10,000		\$736
Oak Park Elementary School	6355 Osman Ave. N., Stillwater, MN 55082		\$ 10,000	\$ 10,000		\$736

Rutherford Elementary School	115 Rutherford Road, Stillwater, MN 55082		\$	10,000	\$	10,000			\$736
Stonebridge Elementary School	900 N. Owens St., Stillwater, MN 55082		\$	10,000	\$	10,000			\$736
Withrow Elementary School	10158 122nd St. N., Hugo, MN 55038		\$	10,000	\$	10,000			\$736
Oak-Land Middle School	820 Manning Ave. N., Lake Elmo, MN 55042		\$	10,000	\$	10,000			\$736
Stillwater Junior High School	523 West Marsh Street, Stillwater, MN 55082		\$	10,000	\$	10,000			\$736
Stillwater Area High School	5701 Stillwater Blvd N., Stillwater, MN 55082		\$	10,000	\$	10,000			\$736
Central Services Building	1875 Greeley St S., Stillwater, MN 55082		\$	10,000	\$	10,000			\$736
New Elementary	11179 Brookview Road, Woodbury, MN 55129		\$	10,000	\$	10,000			\$736
Bus Garage (New)	To be determined		N/A		N/A				N/A
TOTAL			\$	140,000	\$	140,000			\$10,304

Service Provider Name	Zayo Group
SPIN	143023855
Date of Quote	March 18th, 2016
Estimated Percentage of taxes and surcharges	Government Fees = 2.10% Property Tax Surcharges = 1.70%

Please include a copy of your company's logo on the returned Pricing Worksheet



*Per the 2016 Eligible Services List special construction consists of one-time costs of physically deploying new or upgraded network facilities and the services required to complete that deployment, i.e., construction of network facilities, design and engineering, and project management.
 *Number of days to install: Indicate the number of calendar days required to install service from date of service order. Note that failure to meet indicated number of days may result in termination of contract due to non-performance.

SITE NAME - DF WAN Pricing Option 1	ADDRESS	Approximate Mileage from Hub (Measured in road miles)	Non-recurring special construction costs*	Other non- recurring costs	Total non- recurring cost	Number of days to install^	Monthly Recurring Charge	Term
Afton-Lakeland Elementary School	475 St. Croix Trail S, Lakeland, MN 55043	10.1 \$	-	\$	\$	0	\$ 681.00	60
Andersen Elementary School	309 North 4th Street, Bayport, MN 55003	4.5 \$	-	\$	\$	0	\$ 681.00	60
Lake Elmo Elementary School	11030 Stillwater Blvd N, Lake Elmo, MN 55042	3.2 \$	-	\$	\$	0	\$ 681.00	60
Lily Lake Elementary School	2003 W. Willard St., Stillwater, MN 55082	2.1 \$	-	\$	\$	0	\$ 681.00	60
Marine Elementary School	550 Pine Street, Marine on St. Croix, MN 55047	15.2 \$	-	\$	\$	0	\$ 681.00	60
Oak Park Elementary School	6355 Osman Ave. N., Stillwater, MN 55082	3.5 \$	-	\$	\$	0	\$ 681.00	60
Rutherford Elementary School	115 Rutherford Road, Stillwater, MN 55082	3.5 \$	-	\$	\$	0	\$ 681.00	60
Stonebridge Elementary School	900 N. Owens St., Stillwater, MN 55082	3.6 \$	-	\$	\$	0	\$ 681.00	60
Withrow Elementary School	10158 122nd St. N., Hugo, MN 55038	11 \$	-	\$	\$	0	\$ 681.00	60
Oak-Land Middle School	820 Manning Ave. N., Lake Elmo, MN 55042	5.9 \$	-	\$	\$	0	\$ 681.00	60
Stillwater Junior High School	523 West Marsh Street, Stillwater, MN 55082	3.2 \$	-	\$	\$	0	\$ 681.00	60
Stillwater Area High School	5701 Stillwater Blvd N., Stillwater, MN 55082	0 \$	-	\$	\$	0	\$ 681.00	60
Central Services Building	1875 Greeley St S, Stillwater, MN 55082	1.9 \$	-	\$	\$	0	\$ 681.00	60
New Elementary	11179 Brookview Road, Woodbury, MN 55129	10.1 \$	100,000.00	\$	\$ 100,000.00	120	\$ 681.00	60
Bus Garage (New)	To be determined	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total		77.7			\$ 100,000.00		\$ 9,534.00	

SITE NAME - DF WAN Pricing Option 2	ADDRESS	Approximate Mileage from Hub (Measured in road miles)	Non-recurring special construction costs*	Other non- recurring costs	Total non- recurring cost	Number of days to install^	Monthly Recurring Charge	Term
Afton-Lakeland Elementary School	475 St. Croix Trail S, Lakeland, MN 55043	10.1 \$	-	\$	\$	0	\$ 800.00	60
Andersen Elementary School	309 North 4th Street, Bayport, MN 55003	4.5 \$	-	\$	\$	0	\$ 800.00	60
Lake Elmo Elementary School	11030 Stillwater Blvd N, Lake Elmo, MN 55042	3.2 \$	-	\$	\$	0	\$ 800.00	60
Lily Lake Elementary School	2003 W. Willard St., Stillwater, MN 55082	2.1 \$	-	\$	\$	0	\$ 800.00	60
Marine Elementary School	550 Pine Street, Marine on St. Croix, MN 55047	15.2 \$	-	\$	\$	0	\$ 800.00	60
Oak Park Elementary School	6355 Osman Ave. N., Stillwater, MN 55082	3.5 \$	-	\$	\$	0	\$ 800.00	60
Rutherford Elementary School	115 Rutherford Road, Stillwater, MN 55082	3.5 \$	-	\$	\$	0	\$ 800.00	60
Stonebridge Elementary School	900 N. Owens St., Stillwater, MN 55082	3.6 \$	-	\$	\$	0	\$ 800.00	60
Withrow Elementary School	10158 122nd St. N., Hugo, MN 55038	11 \$	-	\$	\$	0	\$ 800.00	60
Oak-Land Middle School	820 Manning Ave. N., Lake Elmo, MN 55042	5.9 \$	-	\$	\$	0	\$ 800.00	60
Stillwater Junior High School	523 West Marsh Street, Stillwater, MN 55082	3.2 \$	-	\$	\$	0	\$ 800.00	60
Stillwater Area High School	5701 Stillwater Blvd N., Stillwater, MN 55082	0 \$	-	\$	\$	0	\$ 800.00	60
Central Services Building	1875 Greeley St S, Stillwater, MN 55082	1.9 \$	-	\$	\$	0	\$ 800.00	60
New Elementary	11179 Brookview Road, Woodbury, MN 55129	10.1 \$	-	\$	\$	120	\$ 800.00	60
Bus Garage (New)	To be determined	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total		77.7			\$		\$ 11,200.00	

RFP NO. 1617-003
FIBER CONNECTIVITY SERVICES
ATTACHMENT 1, OPTION 1
FIRM PROPOSAL / OFFER FORM

This Proposal/Offer Form must be duly
executed and submitted with any
proposal/offer to ISD834.

The Offeror hereby agrees that its proposal/offer is subject to all RFP provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials which are attached or incorporated by reference. Offeror hereby agrees to promptly enter into an agreement in substantial accordance with such RFP provisions, terms and conditions, and secure a performance bond within five (5) days of the District's intent to award the contract.

The Offeror hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by ISD834 for the period sixty (60) days after closing. The Offeror hereby agrees that if its proposal/offer is accepted by ISD834 that it shall provide all of the equipment and services in accordance with the RFP, as it may be amended.

Total Cash Purchase Price (Not To Exceed) In Words and in Numbers

Zayo has provided 2 options for DF pricing (see attachment for pricing structure). Totals below represent total cost of ownership over the 5 year term:

60mo: \$9,534 MRC / \$100,000 NRC = \$672,040 (six hundred seventy two thousand and forty dollars)

60mo: \$11,200 MRC / \$0 NRC = \$672,000 (six hundred seventy two thousand dollars)

Name of Person Duly Authorized to Execute this Proposal/Offer: Randolph Dunbar

Duly Authorized Signature:



Title: SVP Metro Dark Fiber

Date of this Proposal/Offer: 03/16/16

Offeror Name: Zayo Group

Offeror Address: 1805 29th St, Suite 2050, Boulder, CO 80301

Offeror Telephone: (720) 590-6984

Offeror Facsimile:

RFP NO. 1617-003
FIBER CONNECTIVITY SERVICES
ATTACHMENT 1, OPTION 2
FIRM PROPOSAL / OFFER FORM

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to ISD834.

The Offeror hereby agrees that its proposal/offer is subject to all RFP provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials which are attached or incorporated by reference. Offeror hereby agrees to promptly enter into an agreement in substantial accordance with such RFP provisions, terms and conditions, and secure a performance bond within five (5) days of the District's intent to award the contract.

The Offeror hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by ISD834 for the period sixty (60) days after closing. The Offeror hereby agrees that if its proposal/offer is accepted by ISD834 that it shall provide all of the equipment and services in accordance with the RFP, as it may be amended.

Total Cash Purchase Price (Not To Exceed) In Words and in Numbers

Zayo has provided 3 options for 10G Ethernet pricing (see attachment for pricing structure). Totals below represent total cost of ownership over the 5 year term:

60mo: \$19,600 MRC / \$0 NRC = \$1,176,000 (One million one hundred seventy six thousand dollars)

60mo: \$15,900 MRC / \$55,000 NRC = \$1,009,000 (One million and nine thousand dollars)

60mo: \$10,300 MRC / \$140,000 NRC = \$758,000 (Seven hundred fifty eight thousand dollars)

Name of Person Duly Authorized to Execute this Proposal/Offer: Randolph Dunbar

Duly Authorized Signature:



Title: SVP Metro Dark Fiber

Date of this Proposal/Offer: 03/16/16

Offeror Name: Zayo Group

Offeror Address: 1805 29th St, Suite 2050, Boulder, CO 80301

Offeror Telephone: (720) 590-6984

Offeror Facsimile:

RFP NO. 1617-003
FIBER CONNECTIVITY SERVICES ATTACHMENT 2
INFORMATION REQUIRED OF PROPOSER

The Service Provider shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Service Provider's firm and any of its owner, officers, directors, shareholders, parties or principals.

District has discretion to request additional information depending on the Project.

Firm name and address: Zayo Group 1805 29th St Suite 2050, Boulder, CO 80301

Telephone: _____

Type of firm: (check one)

Individual _____ Partnership _____ Corporation X

License NO. Class:

Name of license holder

Have you or any of your principals ever been licensed under a different name or different license number? (Response must include information pertaining to principals' association outside of the firm bidding this Project). NO If Yes, give name and license number.

Names and titles of all principals of the firm:

Person who inspected work site for your firm:

Name and Title:

Date of Inspection: _____

How many years of experience has your firm had in school related work?

(A.) as a general Contractor? 8 years

(B.) as a Subcontractor?

Has your firm or any of its principals defaulted so as to cause a loss to a surety? NO Response must include information pertaining to principals' association outside of the firm bidding this Project. If the answer is "Yes," give dates, names and address of surety and details.

Have you or any of your principals been assessed damages for any project in the past three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. NO If Yes, explain:

Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. NO If Yes, provide name of public agency and details of the dispute.

Have you or any of your principals ever failed to complete a project in the last three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. NO
If so, give owner's name and details:

Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? NO If so, please elaborate.

List of References - Projects of similar nature preferably in a school/community college/university within the last three (3) years. DISTRICT has discretion to require more than three references.

1. Name : Boise Independent School District

Address and Telephone: 8169 West Victory Road
Boise, ID 83709, (208) 854-4107
Contact Person: Dr. Steve Tyree, CIO
Type of Construction Project: 53 Buildings on-net
Installed 100M Ethernet to each school
District runs their own VoIP over the network to support each school
Connected to both their primary and back-up data centers
Dates of commencement and completion of Construction Project: 3/15/12
Contract Amount: \$43,000 monthly cost

2. Name : West Ada School District

Address and Telephone: 1303 E. Central Drive
Meridian, Idaho 83642-7991, (208) 350-5156
Contact Person: Jerry Reininger, Ed.D., Director of Information Systems
Type of Construction: 49 Buildings on-net
Custom network build: Ethernet Virtual Local Area Network (EV-LAN)
Series of logical rings with a 10Gbps core ring. With 1 Gbps subtending rings
Dates of commencement and completion of Construction Project: 2/24/11
Contract Amount: \$70,000 monthly cost

3. Name : Marietta City Schools

Address and Telephone: 250 Howard Street
Marietta, GA 30060, (770) 422-3500
Contact Person: David Digiovanni, Director of Technology and Information Systems
Type of Construction Project: 14 Buildings on-net
Upgrade of all sites for Wide Area Network
Zayo links wide-area digital data from central office to each remote location
Minimum full-duplex bandwidth of 1Gb
Dates of commencement and completion of Construction Project: 2/17/05
Contract Amount: \$23,000 monthly cost

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Service Provider is true and correct.

Executed this 16 day of March, 20 16, at Zayo Group 1805 29th St Suite 2050,

State of Colorado, Boulder City, Boulder County


Signature

Randolph Dunbar
Print Name

SVP Metro Dark Fiber
Title

Addendum

MASTER SERVICE AGREEMENT

This Master Service Agreement ("**MSA**") is made effective as of (Month) (Day), 20(YR) ("**Effective Date**") by and between Zayo Group, LLC, a Delaware limited liability company, and its affiliates and subsidiaries with an address of 1805 29th Street, Suite 2050, Boulder, CO 80301 ("**Zayo**") and (Customer Name), a corporation/limited liability company/partnership in the State of Insert State, with an address of (Insert Address) ("**Customer**"). Each may be referred to herein as a "**Party**" and collectively as the "**Parties**."

ARTICLE 1 - GENERAL

1.1 Agreement Structure. The purpose of this MSA is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related infrastructure services ("**Services**") from Zayo for its use and/or for resale to its customers ("**End User Customers**"). Additional terms and conditions that apply to each type of Service are set forth in service schedules (each a "**Service Schedule**"), and each such Service Schedule executed by Customer shall become part of this Agreement. In the event that Customer purchases a Service without executing the applicable Service Schedule, such Service shall be governed by Zayo's standard Service Schedule for that Service. This MSA, the applicable Service Schedules and Service Orders (as defined in Section 1.2 below) and any other attachments incorporated therein shall collectively be referred to as the "**Agreement**." The Services and the respective Service Schedules available to Customer are: (i) Ethernet and IP Services, (ii) Wavelength and Sonet Services, (iii) Dark Fiber Services, (iv) Data Center Services and (v) Colocation Services.

1.2 Orders for Services. Customer may request Zayo to provide a Service by submitting a service order in a form provided by Zayo from time to time ("**Service Order**") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Zayo. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and the applicable Service Schedule. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge ("**MRC**"), non-recurring charge ("**NRC**"), and any additional specific terms for the Services. All Service Orders shall be subject to availability and acceptance by Zayo.

1.3 Order of Precedence. In the event of an express conflict between a term(s) of this MSA and the term(s) of any Service Schedule and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order and provided that an authorized representative of Zayo has executed such Service Order; (b) the Service Schedule but solely with respect to the Service covered by that Service Schedule; and (c) this MSA.

ARTICLE 2 - PAYMENT TERMS

2.1 Credit and Deposit. If requested by Zayo, Customer shall complete and submit Zayo's standard credit application. Zayo may from time to time conduct a review of Customer's credit rating and payment history. Zayo may require Customer to pay a deposit before acceptance of a Service Order. Additionally, for any existing Services, Zayo may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. Zayo shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to Zayo, when Zayo determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

2.2 Billing Commencement. Zayo may commence billing and Customer shall be liable for payment for Services upon the Service Activation Date as defined in the applicable Service Schedule.

2.3 Invoicing and Payment Terms. Zayo will provide Customer with a monthly itemized invoice, in advance, for the Services together with all other charges due. All amounts due Zayo are payable in full within thirty (30) days from date of invoice ("**Due Date**"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order or Service Schedule, Zayo shall invoice Customer for any NRC upon acceptance of a Service Order.

2.4 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify Zayo in writing and provide detailed documentation supporting its dispute within forty-five (45) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest as set forth in Section 2.3 from the date the payment was originally due. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

ARTICLE 3 - TERM

3.1 MSA Term. This MSA shall be in effect for a period of five (5) years from the Effective Date ("**Initial Term**") unless terminated earlier as otherwise provided for in this MSA, and shall automatically renew for one (1) year periods thereafter (each a "**Renewal Term**" and together with the Initial Term, shall be referred to as the "**Term**") until either Party notifies the other Party of its intent not to renew the MSA at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MSA shall govern and continue in effect with regard to such Service Order until the termination of such Service Order.

3.2 Service Order Term. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order and thereafter, the shall automatically renew for one (1) year periods (collectively, the "**Service Term**") until terminated by either Party upon at least ninety (90) days written notice prior to the end of the Service Term. Customer shall continue to be responsible for payment to Zayo for the Services to be terminated through the end of the ninety (90) day notice period. Following the initial Service Term stated in any Service Order, Zayo reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days' notice.

ARTICLE 4 - DEFAULT; SUSPENSION OF SERVICE

4.1 Customer Default.

4.1.1 Customer is in default of this MSA if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from Zayo; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Zayo; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "**Customer Default**").

4.1.2 In the event of a Customer Default, Zayo may suspend Services to Customer until Customer remedies the Customer Default, or Zayo may terminate this MSA and/or any or all of the Services being provided hereunder. Zayo may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MSA or available to Zayo at law or in equity.

4.2 Zayo Default.

4.2.1 Zayo is in default of this MSA if Zayo fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Customer ("**Zayo Default**"); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Zayo Default. Customer's sole and exclusive remedy for any failure of Service is set forth in the applicable Service Schedule.

4.2.2 In the event of a Zayo Default, Customer may terminate the Services and the Agreement upon written notice to Zayo. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 5 – TAXES AND OTHER FEES AND SURCHARGES

All charges for the Services are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("**Taxes**"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Services. ("**Other Fees and Surcharges**") If applicable to the Services being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Zayo to Customer following Zayo's receipt of such exemption certificate. Customer shall indemnify, defend and hold Zayo harmless from payment and reporting of all such Taxes and Other Fees and Surcharges, including costs, expenses, and penalties incurred by Zayo in settling, defending or appealing any claims or actions brought against Zayo related to, or arising from, the non-payment of such Taxes and/or Other Fees and Surcharges.

ARTICLE 6 - LIMITATION OF LIABILITY

6.1 General Limitations. Zayo shall not be liable for loss or damage occasioned by a Force Majeure Event and to the extent allowed by law, for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. Zayo's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Zayo from Customer over the preceding three (3) months for the Service affected. No cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party.

6.2 Special Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN ARTICLE 7 AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS MSA, ZAYO MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

6.3 No Liability for Certain Actions. Zayo shall not be liable to Customer or its End User Customers for any claims or damages resulting from or caused by (a) unauthorized access to transmission facilities or premise equipment, or for unauthorized access to or alteration, theft, or destruction of data files, programs, procedure, or information through accident, wrongful means or devices, or any other method; (b) Customer's fault, negligence or failure to perform Customer's responsibilities; (c) claims against Customer by any other party (except for third-party claims indemnified under Article 7); (d) any act or omission of any other party, including End User Customers; or (e) equipment or services furnished by a third party, including End User Customers. Zayo is not responsible for the content of any information transmitted or received through the Services. Customer shall be solely responsible for all of the security and confidentiality of information it transmits using a Service. Customer shall be solely responsible for all Customer support, pricing and service plans, billing and collections with respect to its End Users Customers, including obtaining all necessary legal or regulatory approvals to provide or terminate the provision of the services to its End User Customers. Zayo exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer equipment, and use of any such Service is at Customer's own risk.

ARTICLE 7 - INDEMNIFICATION

7.1 Indemnification. Each Party shall indemnify, defend and hold harmless ("Indemnifying Party") the other Party, its directors, officers, employees, and agents, successors and assigns ("Indemnified Party"), from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Zayo is not obligated to indemnify Customer, and Customer shall defend and indemnify Zayo hereunder, for any claims by any third party, including End User Customers, arising from services provided by Customer that incorporate any of the Services including but not limited to (a) violation of any applicable law by End User Customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of End User Customers; (c) termination or suspension of Services of Customer or End User Customers, due to a Customer Default; or (d) claims by a third party, including without limitation End User Customers, arising out of or related to the use or misuse of any Service.

7.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 8 - CONFIDENTIALITY

"Confidential Information" shall mean all information, including this Agreement, regarding the telecommunications needs of Customer and the Services that Zayo offers under this Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement, shall not be considered Confidential Information. A Receiving Party, including its officers, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Notwithstanding anything in this Article to the contrary, the fact that Customer is a customer of Zayo shall not be deemed Confidential Information and Zayo may disclose the same without liability therefor.

ARTICLE 9 - FORCE MAJEURE

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "**Force Majeure Event**"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Subject to Laws. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("**FCC**"), Zayo's applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either Party may terminate its obligations under this Agreement and/or a Service Schedule and/or a Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.

10.2 Governing Law. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Colorado.

10.3 Prevailing Party. In the event that suit is brought or an attorney is retained by either party to enforce the terms of this Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, the reimbursement of reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

10.4 Relationship of Parties. This Agreement does not create a partnership, joint venture or agency relationship between the Zayo and Customer. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.

10.5 Assignment; Binding Effect. Customer shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of Zayo. This MSA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Each of the undersigned hereby state that he/she has full authority to enter into this MSA and hereby accepts this MSA on behalf of the companies identified below.

10.6 Notices. Notices under this MSA shall be in writing and delivered by certified mail, return receipt requested, or by nationally recognized courier to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party.

If to Zayo:	If to Customer:
Zayo Group, LLC	[INSERT]
Attn: General Counsel, Legal	Attn: (Insert Name)
1805 29 th Street, Suite 2050	(Address)
Boulder, CO 80301	City, St, Zip
Billing Disputes:	
Zayo Group, LLC	
Attn: Accounts Receivable	
4772 Walnut Street, Suite 100	
Boulder, CO 80301	
customerservice@zayo.com	

10.7 No Third Party Beneficiaries. The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto, including without limitation, End User Customers.

10.8 Entire Agreement. This Agreement constitutes the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by a duly authorized representative of Zayo and the Customer. In the event that any one or more of the provisions of this MSA shall for any reason be held to be invalid or unenforceable, the remaining provisions of this MSA shall be unimpaired, and shall remain in effect and be binding upon the Parties. The Services provided by Zayo are subject to the condition that they will not be used for any unlawful purposes. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

10.9 Counterparts/Facsimile Signatures. This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MSA and any Service Schedule and any Service Orders may be executed via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission, or may be signed, scanned and emailed to Zayo, and any such signatures shall be treated as original signatures for all applicable purposes.

ZAYO GROUP, LLC

CUSTOMER NAME

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dark Fiber Services Schedule

Customer: [REDACTED]

This Dark Fiber Services Schedule ("**Service Schedule**") is subject to, and made a part of, that Master Services Agreement ("**MSA**") entered into between the undersigned Parties. Zayo owns and operates telecommunications facilities and is in the business of leasing dark fiber optic strands within the Zayo network ("**Dark Fiber**") ("**Dark Fiber Services**" or "**Services**"). Capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

1. DEFINITIONS. The following additional definitions shall apply to Dark Fiber Services:

- 1.1 **Allocated MRC** means a portion of a Monthly Recurring Charge allocated by Segment on a pro-rata basis, unless otherwise specified in a Service Order.
- 1.2 **Backbone** means the primary Zayo cable(s) in a given metropolitan area or long-haul route. As used in a metropolitan context, a backbone is typically a multi-ring fiber optic communication system connected to the areas central offices, carrier hotels, points of presence and other telecommunications nodes. As used in a long-haul context, a backbone is typically a point-to-point multi-cable route connecting telecommunications nodes in two metropolitan areas. Both collect and carry telecommunications traffic gathered from smaller lines that interconnect with it.
- 1.3 **Costs** mean any applicable cancellation, termination or other charges from a third party, charges for make ready work, permitting and engineering fees, building access or license fees, special construction charges and/or materials and equipment costs.
- 1.4 **Customer Requirements** shall have the meaning set forth in Section 4.2, below.
- 1.5 **Demarcation Point** is the network interface point specified on a Service Order where Zayo hands off Service to Customer.
- 1.6 **Estimated Delivery Date** is the date or delivery interval, specified in a Service Order, in which Zayo estimates the Dark Fiber Service to be available.
- 1.7 **Lateral** means a discrete fiber optic communication system Segment or spur owned by or acquired by Zayo that branches off from the Backbone to a Customer Location.
- 1.8 **On-Net** is a location to which, at the time that a Service Order is placed, Zayo (i) has available Dark Fiber, provisioned entirely on Zayo facilities (not including fiber optic infrastructure provided by a third-party supplier or requiring special construction) and (ii) has the right to connect its Dark Fiber to Customer at a designated termination point.
- 1.9 **Off-Net** is a location which does not meet the definition of On-Net.
- 1.10 **Service Specifications** means both the definitions and performance specifications of a Service detailed herein and in a Service Order.
- 1.11 **Segment** is a span of Dark Fiber between Locations specified in a Service Order.
- 1.12 **Zayo POP** refers to Zayo's point of presence at which Zayo provides interconnectivity to its network routes and facilities.

2. GRANT OF LEASE. As of the Service Activation Date for any Dark Fiber ordered under a Service Order, Zayo agrees to lease to Customer, and Customer agrees to lease from Zayo, the number of strands of Dark Fiber in the configuration described in the Service Order. Any materials, equipment, fiber optic cable and other personal property shall remain Zayo's personal property even if installed to the real property of the Customer. Customer acknowledges that it has no option to purchase any part of the materials, equipment, fiber optic cable and other personal property of Zayo installed between the Demarcation Points. Customer shall keep Zayo's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. If Customer fails to pay, or bring appropriate challenge to, any taxes, assessments, or other fees, and such failure results in the imposition of a lien or encumbrance on the Dark Fiber or an assessment directly against Zayo, Zayo shall have the right to pay the same and charge the amount thereof to Customer, who shall pay the same upon demand. This right is in addition to any other right provided to Zayo herein to remedy a breach of this Schedule. Customer shall be responsible for obtaining and maintaining any rights or licenses required for it to lease, use, occupy or operate the Dark Fiber.

3. SERVICE REQUESTS AND DELIVERY

- 3.1. Service Order Acceptance.** Zayo may accept or reject any submitted Service Order in its sole discretion. Unless otherwise provided in the Agreement, Customer's obligations specified in an accepted Service Order are non-cancellable.
- 3.2. Service Activation.** After Zayo has determined that the Service conforms to the relevant Service Specifications (including power and OTDR testing to verify performance within industry standard for calculated budget loss), Zayo will notify Customer that the Service is delivered, meets the related Service Specifications and is available for use by Customer ("**Service Activation Notice**"). The "**Service Activation Date**" shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing or (ii) the date that Zayo has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify Zayo that it is rejecting the Service that does not meet the Service Specifications. If Customer has notified Zayo within such two (2) day period that the Service does not meet the Service Specifications, and provided that such notification is legitimate, then Zayo shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Zayo shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Zayo from billing Customer for the Service. The billing of any recurring charges shall begin on the Service Activation Date and continue throughout the Service Term. If the Service Activation Date is delayed as a result of Customer's failure to meet its responsibilities under the Agreement including obtaining the necessary Customer Requirements, Zayo may continue with the acceptance procedures to the extent possible and the Service Activation Date will be deemed to occur as of the Estimated Delivery Date or the date that Zayo is ready to deliver the related Service, whichever is later.
- 3.3. Incrementally Delivered Segments.** Unless otherwise specified in a Service Order, Zayo may incrementally deliver individual Segments of a Service, when ready, which may result in different Service Activation Dates for such incrementally delivered Segments. The initial Service Term for each incrementally delivered Segment shall begin on its respective Service Activation Date and end after the period specified as the Service Term from the Service Activation Date of the last Segment delivered. The charge associated with a delivered Segment will be based on the Allocated MRC.

4. EQUIPMENT AND INSTALLATION

- 4.1. Access and Customer Premises Obligations.** In support of Zayo meeting the Estimated Delivery Date, Customer specifically acknowledges that Customer is responsible for all work and Costs on the premise side of each Demarcation Point, including technically compatible cross-connections. In addition, Customer shall be responsible for securing all rights and paying the related Costs to connect to the Demarcation Point and for securing all rights and paying the related Costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, Lateral fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel). All of the above, collectively, shall be referred to as "**Customer Requirements**" and Customer shall reimburse Zayo in the event that a third party bills Zayo for charges related to such Customer Requirements. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location.
- 4.2. Zayo Facilities.** Zayo, or its agent, may provide, install, maintain, repair, operate and control Zayo's, conduit, fiber optic cable, fiber termination panels or any other equipment ("**Zayo Facilities**"). Customer shall be liable for any loss of or damage to Zayo Facilities caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Zayo for the same. If, on responding to a Customer initiated service call, Zayo reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of facilities or equipment other than Zayo Facilities, Customer shall compensate Zayo for actual time and materials expended during the service call and for any work performed by Zayo on non-Zayo facilities.

5. USE OF SERVICE

- 5.1.** Subject to the limitations set forth in this Schedule, Customer shall use the optical fiber strands of the Service solely for lawful purposes. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell or grant infeasible or other rights of use in or to all or any part of the optical fiber

strands as "dark fiber" as such term is commonly understood in the telecommunications industry. A violation of this provision shall be a material default and shall subject Customer to immediate termination.

- 5.2. Except as expressly set forth herein, the lease does not include the right of Customer to own, control, access, maintain, splice, adjust, align, cut, modify or revise the Dark Fiber. Customer will not install any equipment to be used with the Service that damages or interferes with Zayo network.

6. MAINTENANCE, RELOCATION AND ADJUSTMENTS

- 6.1. **Maintenance.** Zayo shall provide Routine Maintenance and Non-Routine Maintenance as defined in and in accordance with Exhibit A. Customer shall reimburse Zayo for its proportionate share of Non-Routine maintenance. In the event Zayo is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of Zayo's services, Zayo reserves the right to charge the Customer the full amount of such Non-Routine Maintenance expense.
- 6.2. **Relocation.** Customer acknowledges and agrees that, after the Service Activation Date, Zayo may be required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any underlying right, (iii) by any other person having the authority to so require, or (iv) by the occurrence of any Force Majeure Event, to relocate the Segment(s) of the Zayo network. In such event Customer shall reimburse Zayo for its proportionate share of the Costs related to such relocation
- 6.3. **Adjustments.** The Monthly Recurring Charge for the Dark Fiber Service shall be adjusted annually effective December 31st of each year by the greater of (i) four percent (4%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics ("CPI Adjustment") for the preceding 12 month period. In the event the Bureau of Labor Statistics (or any successor organization) no longer publishes the CPI-U, Zayo may, in its reasonable discretion, designate a replacement index.

DATED this _____ day of _____, 20____.

ZAYO GROUP, LLC

Customer Name: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Monitoring, Maintenance & Repair

1. **Purpose.** This Exhibit describes the policies and procedures Zayo utilizes to monitor and maintain the Dark Fiber Service. Zayo shall ensure that the Dark Fiber Service is maintained according to the specifications and procedures specified herein, through application of commercially reasonable and accepted industry standards, and in accordance with manufacturers' specifications. The purpose and result of monitoring and maintenance shall be to maintain (in the case of routine maintenance), or restore (in the case of non-routine maintenance) the functionality of the Dark Fiber Service. Zayo reserves the right to modify these procedures as appropriate to ensure that performance specifications are achieved.

2. **Network Monitoring.** Zayo's Network Operations Center ("NOC") proactively monitors its network and performs cable and conduit maintenance and repair, on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). Zayo utilizes only qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of network monitoring, maintenance procedures and emergency restoration.

3. **Routine Maintenance.** Routine Maintenance is maintenance and repairs that Zayo deems necessary to ensure proper functioning of the Zayo network, Zayo shall perform routine and preventative maintenance, including route patrol and all cable and locate activities as a part of the local "Call Before You Dig" program. Planned network maintenance that does or does not potentially involve the disruption of functionality of the Dark Fiber Service is also considered Routine Maintenance. The nature of such a planned Routine Maintenance activity is such that it can be pre-scheduled so as to allow notification to Customer as appropriate. The Zayo NOC will generally conduct such planned Routine Maintenance outside normal working hours anytime between 12:00 AM to 6:00 AM (local time) seven (7) days a week. Zayo will provide Customer with ten (10) business days prior notice of Routine Maintenance that is service affecting and five (5) business days prior notice of Routine Maintenance that is not service affecting. All maintenance other than Routine Maintenance as described above shall be deemed to be Non-Routine Maintenance.

4. **Non-Routine & Emergency Maintenance.** Non-Routine Maintenance is maintenance that restores the functionality of the Dark Fiber Services. For any Non-Routine and/or emergency Maintenance (including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events), Customer will first use commercially reasonable efforts to determine that any disruption in the functionality of the Dark Fiber Service is not on the Customer's side of the Demarcation Point. After verifying that the problem is not on Customer's side of the Demarcation Point, Customer shall open a Trouble Case for Technical Support by contacting Zayo Customer Support at 1-866-236-2824, or mr@zayo.com. Escalation procedures following opening of a Trouble Case are defined below.

5. **Fiber Optic Cable Repair & Restoration.** Following receipt of Customer's notification of a Trouble Case, Zayo shall use its best efforts to respond on-site (if necessary) to the affected location(s) within two (2) hours of the initial Trouble Case, provided Zayo has all necessary access to the Customer Location(s), including Customer's Premises. In the event of a cable failure, Zayo shall use its best efforts to begin Service restoration within two (2) hours following identification of such failure. Zayo shall use its best efforts to then restore the functionality of the Dark Fiber Service no later than six (6) hours following initiation of restoration activities. During an outage Zayo shall contact Customer on a regular basis, to update the status of restoration. Zayo is responsible for ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the maintenance on the Services. Customer shall procure for Zayo reasonable 24x7x365 access to Customer's Location(s) for purposes of both Routine and Non-Routine Maintenance.

SERVICE SCHEDULE ETHERNET & IP SERVICES

This Ethernet and IP Services Schedule ("**Service Schedule**") dated _____, 20____, is subject to, and made a part of, that Master Services Agreement ("**MSA**") dated _____, 20____ entered into between the undersigned Parties. Zayo owns and operates telecommunications facilities and is in the business of providing certain Ethernet services ("**Ethernet Services**") and Internet access services ("**IP Services**"). Capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

1. **DEFINITIONS.** The following additional definitions shall apply to Ethernet and IP Services:
 - 1.1 **95th Percentile Calculation** - the calculation method used to measure Bandwidth usage for Service Orders which specify Burst Bandwidth. Samples of average Bandwidth utilization rates of both inbound and outbound traffic from Customer port(s) are collected in five (5) minute intervals over a calendar month. The higher of such samples (Inbound or Outbound) are placed on a list and sorted from highest to lowest in amount of Mbps. The highest five percent (5%) of samples are discarded and the next highest sample is chosen to represent the 95th percentile calculation for that month.
 - 1.2 **Allocated MRC** means, for a multipoint Service, a portion of a Monthly Recurring Charge allocated by Service and/or each Customer location as specified on a Service Order, and if not so specified in a Service Order then prorated based on the number of location associated with the Service. The Term of any Service Order with a multipoint Service shall begin when the last Service to a Customer Location has been delivered.
 - 1.3 **Bandwidth** – the amount of data (quantified as Mbps ("M") or Gbps ("G")) made available to Customer as specified in a Service Order, or in the event of usage based billing, the amount of data actually transmitted by Customer's Equipment.
 - 1.4 **Bandwidth Commitment** - the Customer's commitment, in a given month to pay for a certain level of Bandwidth. Customer agrees to pay the MRC specified on the Service Order as a minimum monthly charge regardless of actual usage. A Bandwidth Commitment must be specified on a Service Order to be applicable.
 - 1.5 **Burst Bandwidth** - the amount of Bandwidth usage, based on the 95th Percentile Calculation, in excess of a Bandwidth Commitment. Any usage in excess of the Bandwidth Commitment will incur additional MRC based on the 95th Percentile Calculation. Burst Bandwidth must be specified on a Service Order to be applicable.
 - 1.6 **Dedicated Service** - refers to reserved bandwidth over Zayo's shared network without oversubscription. Customer will always have their contracted bandwidth rate available end-to-end.
 - 1.7 **Intercity** refers to an Ethernet Service or IP Service between two or more different metropolitan service areas over Zayo's longhaul network.
 - 1.8 **Latency** is the one-way delay of packets between designated pairs of core routers. The Service Level Objective for Latency in Section 7 is applicable to packets that traverse a single network and are "in-profile" (conform to the performance attributes of the Service).
 - 1.9 **Metro** refers to an Ethernet Service or IP Service between two or more locations within the same metropolitan service area.
 - 1.10 **NNI** (Network-to-Network Interface) is the physical interface used to interconnect to Zayo's network. It provides the point of demarcation between the Zayo and Customer networks.
 - 1.11 **Off-Net** is any Service which does not meet the definition of On-Net in Section 1.12.
 - 1.12 **On-Net** is any Service which connects two locations to which Zayo is already providing the same type of Service at the time of the Service Order and which is provisioned entirely on Zayo facilities and does not include any Third Party Services (as defined herein) or special construction.
 - 1.13 **Packet Loss** is the percentage of packets that were not sent and received successfully between designated pairs of core routers across Zayo's network. The Service Level Objective for Packet Loss in Section 7 is applicable to packets that traverse a single network and are "in-profile" (conform to the performance attributes of the Service).

- 1.14 **Point of Demarcation** is the NNI and/or UNI interface port where Zayo hands off service to Customer except as otherwise specified on a Service Order.
- 1.15 **Protected Service** is an Ethernet or IP Service which includes a protection scheme that allows traffic to be rerouted in the event of a fiber cut or equipment failure. For a Service to be deemed a Protected Service hereunder, the Service Order for such Service shall specifically state that such Service is a Protected Service.
- 1.16 **Standard Service** (as compared to Dedicated Service) refers to non-reserved bandwidth over Zayo's shared network with some oversubscription. Customer's contracted bandwidth rate is not assured end-to-end in the event of network congestion.
- 1.17 **UNI** - the User Network Interface is the interface used to interconnect a customer to Zayo's network. The UNI also provides a reference point for demarcation between Zayo's and Customer's networks. Zayo is responsible for service up to the UNI point, which is the default Point of Demarcation.
- 1.18 **Unprotected Service** is an Ethernet or IP Service which does not includes a protection scheme that allows traffic to be rerouted in the event of a fiber cut or equipment failure. Any Service not expressly designated as a Protected Service on the applicable Service Order shall be deemed an Unprotected Service.
- 1.19 **VLAN** - Virtual Local Area Network, a network configuration that allows a group of hosts to communicate as if they were attached to the same wire, regardless of their physical location configured using the IEEE 802.1Q standard.

2. **ACCEPTABLE USE POLICY.** All Services shall be subject to and conditioned upon Zayo's Acceptable Use Policy published at www.zayo.com, (the "Website") and are hereby incorporated into the Agreement.

3. **ETHERNET SERVICE DESCRIPTION.** Zayo Ethernet Services provide dedicated or shared connectivity for transport of voice, data, video or other forms of communications traffic. Ethernet Service supports transmission speeds from 10Mbps up to 10Gbps. Ethernet Service terminates at the NNI or UNI port(s) typically located in a Customer's common telecommunications facility or meet-me point, and meet IEEE 802.3 standards and use 802.1Q VLAN tagging and stacking to support certain configurations. In general, the service is based on terminology and attributes defined and used by the Metro Ethernet Forum (MEF). Ethernet Service generally follows the MEF definition of EPL and EVPL network configurations and can be specified on any Service Order in any of the following configurations:

3.1 Ethernet Service Configurations:

- a) **E-LINE:** an Ethernet private line ("EPL") Metro or Intercity service comprised of a UNI at each Customer site connected via an Ethernet virtual circuit ("EVC") providing point-to-point Ethernet transport services or an Ethernet virtual private line ("EVPL") service comprised of an aggregation UNI or NNI at one site connecting multiple UNIs which serves to aggregate multiple Customer locations to a central hub location in a point to multipoint configuration.
- b) **E-LAN:** a meshed Metro or Intercity service comprised of a UNI at each of three or more Customer sites providing multipoint-to-multipoint Ethernet transport between three or more Customer locations. An ELAN Service can support unicast traffic and up to 10Mbps of multicast or broadcast traffic. ELAN can be ordered with a "Bandwidth Commitment – Aggregate" or as a "Bandwidth Commitment – Site Specific". In an aggregate bandwidth configuration with multiple 10Gbps ports, Zayo may limit the traffic between any two Customer locations to the aggregate bandwidth divided by the number of Customer locations if traffic in excess of such ratio causes detrimental impacts to Zayo's network.
- c) **E-PDN:** Ethernet Private Dedicated Network connectivity to two or more Customer UNIs across a completely private managed network over dedicated fiber strands and dedicated Zayo equipment on all ends. Available in point-to-point, point-to-multipoint, ring, or multipoint-to-multipoint configurations.

3.2 Optional Ethernet Features:

- a) **Quality of Service ("QoS"):** QoS enables Customer to prioritize traffic from multiple applications that may compete for the same network resources within the Ethernet Service on the Zayo network. By assigning pre-determined levels of network priority to bandwidth, Customer can achieve a more predictable traffic flow across the Zayo network. A QoS option is available for Metro or Intercity Ethernet Service.

Zayo offers the following classes of QoS ranging from highest to lowest network priority ("**QoS Class(es)**"):

1. Critical
2. Preferred
3. Enhanced
4. Basic

Metro QoS - is ordered as either "on" (enabled) or "off" (disabled). If Customer selects a QoS enabled option, the same will be designated on a Service Order. Customer will then be responsible for designating its traffic according to the QoS Classes. If the Service Order does not specify a QoS enabled option, Customer's traffic will be treated with as "Basic" in terms of QoS Classes. If the Service Order specifies a QoS enabled option, Customer's traffic will be treated as "Critical" in terms of QoS Classes.

Intercity QoS - is ordered by designating a separate Bandwidth Commitment to a QoS Class across all the ports in the Ethernet Service in a Service Order. Intercity QoS Bandwidth Commitments of different QoS Classes cannot be aggregated and as such, any Intercity QoS Bandwidth sent or received through a port in excess of the associated Bandwidth Commitments will be reprioritized as Basic.

- b) **Additional Features:** Ethernet Services may also allow Customer to utilize the Burst Bandwidth feature or to layer on DIA IP Service Configurations. Any such features must be designated on a Service Order.

4.

IP SERVICE DESCRIPTION. IP Services include

standard and Burstable IP services which provide dedicated connectivity and access to the public Internet via Zayo's Tier 1 peering arrangements with various Internet network providers. IP services are provided over its high capacity, globally interconnected network with a single autonomous system. IP Service is available as multiservice IP Ports up to 10Gbps bandwidth. IP Service provides internet connections from a Zayo point of presence or Data Center/Collocation facility to one or more On-Net customer locations within a metropolitan area. IP Service can be specified on a Service Order in any of the following configurations:

4.1 IP Service Configurations

- a) **IP Transit:** provides multiservice ports available only in designated Zayo IP Points of Presence ("**POP(s)**"). Available only as either 1G and/or 10G ports, Minimum 1G commit for a 10G port, Customer provides cross-connect within POP.
- b) **Dedicated Internet Access ("**DIA**"):** The default configuration is fiber extension and secondary configuration is Ethernet access, or SONET access, other dark fiber or lit service configuration, as available.
- c) **IPVPN:** IP for Virtual Private Networks. Layer 3 VPN service leveraging Zayo's IP network. Generally these services involve custom configurations driven by customer solution requirements.

4.2 Optional IP Features:

- a) **Quality of Service.** QoS is only available for Intercity IPVPN Service Configurations. Intercity QoS enables Customer to differentiate traffic within the IPVPN Service and on the Zayo network by assigning Bandwidth within the QoS Classes. Intercity QoS is ordered by designating a separate Bandwidth Commitment to a QoS Class across all the ports in the IPVPN Service in a Service Order. Intercity QoS Bandwidth Commitments of different QoS Classes cannot be aggregated and as such, any Intercity QoS Bandwidth sent or received through a port in excess of the associated Bandwidth Commitments will be reprioritized as Basic Bandwidth.
- b) **Additional Features:** Customer may request related services such as additional IP addresses, aggregated billing, Burst Bandwidth, primary and secondary DNS, or BGP.

5.

EQUIPMENT AND INSTALLATION.

5.1 Zayo Equipment. Zayo, or its agent, may provide, install, maintain, repair, operate and control Zayo's equipment ("**Zayo Equipment**"). Zayo's Equipment shall remain the sole and exclusive property of Zayo, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in Zayo's Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying Zayo's ownership interest in Zayo's Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove Zayo's Equipment, except as expressly authorized in writing by Zayo. Customer shall be liable for any loss of or damage to Zayo's Equipment

caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Zayo for the same, within thirty (30) days after receipt by Customer of a request for reimbursement. Customer at its sole cost and expense shall be required to obtain space and power to support Zayo Equipment for the Service for the duration of the Service Term.

5.2 Access and Customer Premises Obligations. Customer, at its sole cost and expense, shall provide Zayo with access to all Customer locations for purposes of installation, maintenance, and repair of Zayo Equipment on Customer premises. For purposes of the preceding sentence, "access" shall include without limitation any necessary license(s) to access the building and or property for the duration of the Service Term. However, notwithstanding Customer's responsibility, if Zayo is required by a third party to obtain and maintain any such license to access the building or property, Customer agrees to reimburse Zayo for its costs related to obtaining and maintaining such licenses during the Service Term. Zayo shall provide reasonable notice under the circumstances to Customer prior to entering Customer's point of presence to install, maintain or repair any of the Zayo Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.

5.3 Customer Equipment. Customer is responsible, at its sole cost and expense, for connecting to the Point of Demarcation specified in the Service Order. Equipment and service beyond the Point of Demarcation and/or interconnection between Zayo's facilities and terminal equipment and the wiring at the Point of Demarcation shall be the responsibility of Customer ("**Customer Equipment**"). Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service and the Zayo network. Zayo shall have no obligation to install, maintain or repair any non-Zayo Equipment, including any Customer Equipment. If, on responding to a Customer initiated service call, Zayo reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than Zayo's Equipment, Customer shall compensate Zayo for actual time and materials expended during the service call.

6. SERVICE REQUESTS AND DELIVERY.

6.1 Acceptance and Projected Service Activation Date. Within five (5) business days of Zayo's acknowledgment of a Service Order for On-Net Services, or within two (2) business days after Zayo's receipt of its Off-Net provider's projected service activation date for Off-Net Services, Zayo will notify Customer (in writing or electronically) of its acceptance of the Service Order ("**Service Order Acceptance**"). Zayo may accept or reject any submitted Service Order in its sole discretion.

6.2 Firm Order Commitment Date. Within five (5) business days of Service Order Acceptance for On-Net Services, Zayo shall notify Customer of the Firm Order Commitment date by which Zayo intends to activate the Service and turn it over for Customer's use ("**FOC Date**"). For Off-Net Services, Zayo shall notify Customer of the FOC Date within two (2) business days after Zayo receives an installation date from its Third Party Provider.

6.3 Service Activation. After Zayo has determined that the Service conforms to the relevant Service Specifications, Zayo will notify Customer that the Service is activated, meets the Service Specifications and is available for use by Customer ("**Service Activation Notice**"). The "**Service Activation Date**" shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing; or (ii) the date that Zayo has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify Zayo that it is rejecting the Service because the Service does not meet the Service Specifications. If Customer has notified Zayo within such two (2) day period that the Service does not meet the Service Specifications, then Zayo shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Zayo shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Zayo from billing Customer for the Service.

6.4 Incrementally Delivered Services. Unless otherwise specified in a Service Order, Zayo may incrementally deliver individual Services, when ready, which may result in different Service Activation Dates for such incrementally delivered Services. For multipoint Services, Zayo may incrementally deliver Service to each Customer location when ready. The Service Term for incrementally delivered multipoint Services shall begin on the Service Activation Date of the first location and/or circuit delivered and shall end after the period specified as the Service Term from the Service Activation Date of the last location and/or circuit delivered. Unless otherwise set forth in a Service Order, the charges associated with a delivered service will be based upon Section 1.2; additionally any Bandwidth Commitment for an incrementally delivered service will be proportionally reduced to reflect the number of locations incrementally delivered out of the total number of locations included under such Bandwidth Commitment and Burst Bandwidth will be determined by using the level then in effect as of the last day of each calendar month.

7. SERVICE LEVEL OBJECTIVES

Service Availability Objectives for Ethernet and IP Services

Service Element	Description	Measurement Timeframe	Service Outage Credit per Affected Service
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Service Availability	Time that Service is available (i.e. unaffected by a Service Outage)	One (1) Month	Unprotected Services >3.6hrs to 4hrs = 10% of Allocated MRC (99.5% availability) Plus 10% of Allocated MRC for each additional full hour service is unavailable
			Protected Services >22min to 1hr = 10% (99.95% availability) of Allocated MRC Plus 10% of Allocated MRC for each additional full hour service is unavailable

7.1 Additional Service Element Objectives for IP and Ethernet Services

Service Element	Measurement	Measurement Timeframe	Service Credit per Affected Service
Packet Loss	Not to exceed the following values, as applicable to the affected QoS Classes, for a sustained period of two (2) or more hours: IP Transit or Basic QoS: 0.50% Enhanced QoS: 0.40% Preferred QoS: 0.30% Critical QoS: 0.20%	Per Incident	See Packet Loss/Latency Service Credit Chart
Latency	Not to exceed the following values for a one way, sustained period of two (2) or more hours: North America Metro (<300 fiber miles): 15 ms North America Intercity (>300 fiber miles): 45 ms Europe: 15 ms Trans-Atlantic: 80 ms	Per Incident	See Packet Loss/Latency Service Credit Chart

7.2 Packet Loss/Latency Service Credits

Cumulative Duration of Service Level Failure(s)	Service Credit - % of Allocated MRC for Affected Customer Location(s)			
	Basic or IP Transit	Enhanced	Preferred	Critical
>2 hrs to 4 hrs.	5%	10%	15%	20%
>4 hrs. to 8 hrs.	10%	15%	20%	25%
>8 hrs. to 12 hrs.	15%	20%	25%	30%
>12 hrs. to 16 hrs.	20%	25%	30%	35%
>16 hrs. to 20 hrs.	25%	30%	35%	40%
>20 hrs. to 24 hrs.	30%	35%	40%	45%
>24 hrs.	50%	50%	50%	50%

8. **SERVICE CREDITS FOR ON-NET SERVICES.** Zayo will issue Service Outage Credits and/or Service Credits to Customer for On-Net circuits affected by interruptions in Service, including Service Credits for Service Level Failures set forth above ("Service Outage"); provided, that any such interruption or failure of a service element will not be deemed a Service Outage if caused by: (a) any act or omission of the Customer or its End User Customers, or their representatives,

contractors, agents, authorized invitees, successors or assigns; (b) the configuration, failure or malfunction of non-Zayo equipment or systems; (c) scheduled maintenance or planned enhancements or upgrades to Zayo's network; (d) Zayo not being given reasonable access to the premises; (e) Customer exceeds the maximum capacity of a port connection or any other rate limitation as set forth in the applicable Service Order; or (f) a Force Majeure Event. Each of the events described in this Section 8 (a), (b), (c), (d), (e) and (f) shall be deemed an "Excused Outage."

8.1 Service Outage Credit. In the event of a Service Outage not due to an Excused Outage, Customer shall be entitled to one of the service credits set forth in Section 7 herein ("**Service Outage Credit**"). For any multipoint Service, the Allocated MRC shall be used for purposes of calculating Service Outage Credit per the table in Section 7. For purposes of determining the amount of a Service Outage Credit, the duration of a Service Outage begins when Zayo records a trouble ticket number and ends when the Service is restored or not failing to meet the Service Element Objectives in Section 7 ("**Service Outage Duration**"). Service Outage Duration is applicable to specific affected circuits and shall not be aggregated among circuits for purposes of determining Service Outage Credit. In the event of a Service Outage during which Customer experiences multiple Service Element failures and/or Service Outages, the Service Outage Credits for each affected Service Element shall not be aggregated; rather, the Service Outage Credit shall be the greater of the Service Outage Credit applicable to any individual Service Element or Availability in Section 7. The maximum Service Outage Credit in a calendar month for any affected circuit shall not exceed 50% of the MRC for the affected circuit.

- 9. ISSUANCE OF CREDITS.** In order to receive Service Outage Credit, Customer must (a) immediately report the Service Outage to the **Zayo Network Control Center at (866) 236-2824 or ncc@zayo.com**, and open a trouble ticket, and (b) make a written request for a credit within seven (7) days following the end of the month in which the Service Outage occurred. Upon receipt of Customer's request, Zayo will investigate the claim under the terms described in this Service Schedule. Credits will be granted only if Customer has afforded Zayo reasonable access to Customer's premises for appropriate repairs, maintenance, testing and any other work in order to remedy the cause of the Service Outage. The issuance of credits pursuant to this Section is Zayo's sole obligation and Customer's sole remedy for any failure or non-performance of an Ethernet Service or IP Service under this Agreement. Service credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.

- 10. THIRD PARTY SERVICES.** If Customer requests Services that require Zayo to procure Off-Net Services from a third party ("**Third Party Provider**") on behalf of Customer ("**Third Party Services**"), Zayo agrees to provide such Third Party Services subject to the following, to which the Customer acknowledges and agrees: (a) the Third Party Services will be provided by a Third Party Provider; (b) the Third Party Services will function and perform in accordance with the service level obligations provided by the Third Party Provider to Zayo; (c) any rights, remedies, outage credits, or other service-specific terms that the Customer may have or be entitled to under this Service Schedule are limited to the same terms that Zayo has in place with the Third Party Provider; (d) the costs for the Third Party Service will be incorporated into the MRC and NRC set forth in the applicable Service Order; (e) if Zayo purchases Third Party Services pursuant to Third Party Provider's applicable tariff, Customer is responsible for any additional charges imposed on Zayo pursuant to Third Party Provider's applicable tariff; and (f) if the Customer cancels or terminates any Service which includes a Third Party Service prior to the conclusion of the Service Term or Service Renewal Term, then the Customer will pay any and all cancellation and/or early termination charges that Zayo actually incurs for the cancellation or termination of such Third Party Services, plus any charges remaining under this Agreement.

ZAYO GROUP, LLC

CUSTOMER NAME

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____